

## **The complaint**

Mrs C is unhappy with how Partners Credit Union Limited have administered her account and feels that they've discriminated against her.

## **What happened**

In September 2011, Mrs C successfully applied to Partners for a loan of approximately £3,500 to be repaid over 40 months at £116.88 per month. However, shortly after the loan term began, Mrs C found herself unable to make the contractually required monthly payments. And in April 2012, Partners agreed to allow Mrs C to make reduced payment of £20 per month towards the loan.

On 1 March 2024, with the loan balance still having not been fully repaid by Mrs C, Partners sent an email to Mrs C asking her to either resume making the originally agreed monthly payments or to contact Partners to discuss other payment options. This led to a telephone call between Mrs C and Partner which took place on 26 March 2024, during which Partners told Mrs C that they would need to conduct an up-to-date income and expenditure assessment with her before they could agree to another reduced payment plan.

Mrs C, who has a disability and is unable to work, initially explained that she wouldn't be able to complete an income and expenditure form and that she was unwilling to ask her husband to help her complete such a form. Mrs C also declined Partners offer to conduct the review verbally over the telephone, although she did then ask Partners to mail the income and expenditure assessment form to her, which Partners did.

Partners placed a hold on Mrs C's account to allow her time to arrange for the assessment form to be completed and returned. But Partners didn't receive the income and expenditure information they required from Mrs C. And on 16 April 2024, Partners sent Mrs C a letter explaining that if Mrs C didn't provide her income and expenditure information to them, that they may transfer Mrs C's account to their solicitors and begin a debt collection process.

Following the issuance of this letter, Partners still didn't receive the income and expenditure information they required from Mrs C. Because of this, on 8 May 2024, they issued a final demand to Mrs C, and then a further letter on 22 May 2024 confirming their intention to move Mrs C's account to debt recovery if she continued to not respond. Finally, when Mrs C still didn't provide the required information to Partners, they passed her account to their solicitors and began their debt collection process on 6 June 2024.

Mrs C wasn't happy about this and felt that Partners were discriminating against her by requiring her to complete an income and expenditure form that she'd told them that she couldn't complete because of her disability. So, she raised a complaint.

Partners responded to Mrs C's complaint but felt that their requirement for Mrs C to provide income and expenditure information was reasonable and noted that they'd suggested a number of ways that Mrs C could provide that information to them, including verbally by telephone. Mrs C wasn't satisfied with Partners response, so she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Partners had acted unfairly towards Mrs C as she contended and so didn't uphold the complaint. Mrs C remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

When Mrs C took the loan with Partners in September 2011, she agreed to repay the loan balance at £116.88 per month over a term of 40 months, to be fully repaid by February 2015.

When Partners contacted Mrs C in March 2024 and explained that they needed her to provide up to date income and expenditure information to Partners before a further extension to Mrs C's reduced payment plan could be agreed, this was almost twelve years after Mrs C had first entered a reduced payment plan with Partners, and over nine years after Mrs C was supposed to have fully repaid the loan, as per the original terms.

That Partners have provided Mrs C with a twelve-year reduced payment plan on a loan that was initially agreed over 40 months is very unusual, and I've rarely seen such a prolonged offer of financial assistance from a loan provider.

I can therefore understand completely why Partners would have required Mrs C to have completed an up-to-date income and expenditure assessment with them before they were willing to extend the reduced payment plan for Mrs C. Because in March 2024, Mrs C's loan, which was originally agreed over a roughly three-and-a-half-year term, had been running for close to twelve-and-a-half-years.

As such, given that Mrs C had exceeded the contractually agreed term of her loan by such a significant timeframe, I feel that the onus was firmly and definitively on Mrs C to have made sure that she engaged meaningfully with Partners at their request and provided the income and expenditure information that they required from her.

Additionally, the fact that this loan had run for such an extreme amount of time, almost all of which Partners had been accepting monthly payments that were a fraction of what was contractually agreed, means that I feel that the onus was on Mrs C to comply with Partners requirements here regardless of the reasons why Mrs C wasn't able to make the initially agreed payments.

I also don't accept the Mrs C couldn't provide her income and expenditure information to Partners. And this is because while I accept that Mrs C's disability meant that she couldn't complete the form herself, I feel that she could have asked someone to help her complete the form (the most obvious candidate being her husband) or she could have provided the information via email or verbally over the phone as Partners offered.

Ultimately, I feel that Mrs C could and reasonably should have provided her income and expenditure information to Partners. And I note that providing that information would have likely been less labour intensive than Mrs C's own interactions with this service have been, which it must be noted includes lengthy correspondence from Mrs C's husband acting as Mrs C's representative.

But Mrs C didn't provide her income and expenditure information to Partners. And because I'm satisfied that it was reasonable for Partners to request this information from Mrs C, and that Mrs C could and reasonably should have provided that information to Partners, I don't feel that Partners did act unfairly towards Mrs C by following the process that they did when

Mrs C didn't meaningfully engage with them.

This includes the letters that Partners sent to Mrs C which clearly outlined the potential consequences of Mrs C failing to provide the required income and expenditure information to them, and that Partners passed Mrs C's account to their solicitors and began their debt collection process.

Mrs C has said that she feels that Partners have discriminated against her by asking her to complete an income and expenditure form that she couldn't complete because of her disability. In other words, Mrs C feels that Partners haven't made reasonable adjustments for her as they are required to do as per the Equality Act 2010.

It's important at this point to note that this service isn't a Court of Law and doesn't operate as such. Instead, this service is an informal and impartial dispute resolution service with a remit based on fairness of outcome. Accordingly, while I've taken the Equality Act 2010 into account here, given that it's the relevant law, I've ultimately decided this complaint based on what I feel is fair and reasonable, as per the remit of this service. If Mrs C would like a decision regarding whether Partners have acted in accordance with the Equality Act 2010 or not, then she would need to obtain one via a Court of Law.

Considering Mrs C's dissatisfaction as per the remit of this service, I don't feel that Partners have acted unfairly in the manner that she suggests. This is because Partners did provide alternative ways that Mrs C could provide her income and expenditure information to them, including, as previously explained, by telephone. And because of this, I don't feel that Partners were asking Mrs C to provide information via a method that her disability made it impossible to utilise, but instead provided reasonable alternatives that Mrs C could have availed of.

All of which means that I won't be upholding this complaint or instructing Partners to take any further action here. This is because I don't feel that Partners have acted unfairly towards Mrs C. And it's also because I feel that if Mrs C had meaningfully engaged with Partners, as I feel that she could and reasonably should have, then I'm satisfied that it's likely that Partners would have considered providing a further extension to the already significant financial assistance that they have provided to Mrs C over the past decade plus.

I realise this won't be the outcome Mrs C was wanting, but I trust that she'll understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 23 May 2025.

Paul Cooper  
**Ombudsman**